

1529

AGREEMENT BETWEEN
TOWNSHIP OF BERLIN, NEW JERSEY
AND
BERLIN TOWNSHIP DEPARTMENT OF PUBLIC WORKS

THIS AGREEMENT, effective January 1, 1995, is entered into between the TOWNSHIP of BERLIN, a Municipal Corporation of the STATE OF NEW JERSEY, (hereinafter referred to as Township) and the BERLIN TOWNSHIP PUBLIC WORKS DEPARTMENT EMPLOYEES, hereinafter referred to as "Department".

ARTICLE 1 - UNION RECOGNITION

The Township of Berlin agrees to recognize the Berlin Township Public Works Department as the sole and exclusive collection bargaining representative of full time members of the Berlin Township Public Works Department. Employees may elect a departmental representative from among themselves. Said representative may be present at any disciplinary or grievance hearing as provided for in Article 17.

ARTICLE 2 - CONTRACT PERIOD

This Agreement shall be effective January 1, 1995, and shall remain in full force and effect until December 31, 1997.

ARTICLE 3 - WORK SCHEDULES

The regularly scheduled work week shall consist of five (5) eight (8) hour work days, Monday through Friday. The Director of Public Works and the Mayor will schedule the hours and have jurisdiction to change same.

The regular starting time of work shifts will not be changed without reasonable notice to the affected employee.

ARTICLE 4 - OVERTIME

Overtime refers to any time worked beyond forty hours per week and is granted only when the employee is authorized by the Director of Public Works or the Mayor. Overtime compensation shall be paid at the rate of one and a half (1 1/2) times the employee's usual hourly rate for work performed over 40 hours and at the rate of double time the employee's usual hourly rate for work performed over 48 hours. If an employee is called in to work overtime for any reason, and is at work for less than one hour, that employee shall be paid for one full hour.

ARTICLE 5 - VACATIONS

All full time employees shall be entitled to the following annual vacation period with pay:

- A. After the first year anniversary the employee shall receive five (5) days vacation.
- B. An employee in the second year of service up to and including the fourth year of service shall receive ten (10) days vacation.
- C. An employee in the fifth year of service up to and including the seventh year of service shall receive fifteen (15) days vacation.
- D. An employee in the eighth year of service up to and including the eleventh year of service shall receive twenty (20) days vacation.
- E. An employee in the twelfth year of service and over shall receive twenty-five (25) days of vacation.
- F. Vacations scheduled by March 1st of each year shall be subject to availability by seniority. After March 1st, weeks shall be assigned subject to availability by requests, provided the requested time is not already taken.
- G. Vacation time must be scheduled and cannot be used or substituted for sick time unless approved by Mayor and Council.

ARTICLE 6 - SICK LEAVE AND MEDICAL

Permanent Employees in the Township service shall be entitled to the following sick leave with pay:

- A. Commencing from the date of this Contract, permanent employees shall receive twelve (12) days of annual sick leave, to be used for self sickness or illness in the employee's immediate family.
- B. Unused sick leave can be accumulated from year to year; however, it can only be used for that purpose and cannot be considered or used as vacation time. Accumulated sick time can only be used for major illnesses at the discretion of the Mayor and Council.

- C. Unused sick leave shall not be bought back by the Township. Unused sick days will be accumulated as per schedule #2.
- D. If an employee is absent due to illness for three (3) consecutive working days, or at the discretion of the Director, the Township shall require acceptable medical evidence on the form prescribed of the nature of the illness and the length of time the employee was or will be absent. Failure to do so could result in a loss of pay for the period of absence or may be cause for disciplinary action.
- E. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave hereinafter set forth shall notify his immediate supervisor by telephone or personal message within one hour before the beginning time of the employee's shift, giving his self diagnosis and a telephone number where he can be contacted to verify his absence, except in emergency circumstances. Failure to do so could result in a loss of pay for the period of absence or may be cause for disciplinary action.
- F. Cases of excessive or long term absenteeism may be reviewed by the Governing Body of the Township. Employees involved in such cases may also be referred to a Township appointed doctor for evaluation.
- G. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family upon such reasonable proof as the Township shall require.
- H. Employees becoming sick after reporting for work may be required to produce a doctor's note at the discretion of the Director of Public Works.

ARTICLE 7 - CLOTHING ALLOWANCE

All employees are required to wear uniforms in pursuit of their employment and will be provided with new uniforms once a year. Said uniforms will consist of five (5) sets of work uniforms. In addition, one pair of insulated coveralls and two (2) pairs of safety shoes will be provided. Uniforms, coveralls, and shoes will be provided on an as needed basis. The cleaning and maintenance of all uniforms and the insulated coveralls will be the responsibility of the Employee. All uniforms and coveralls will be returned to the Township upon termination of the employee. An identification card bearing the employee's signature,

ARTICLE 7 - CLOTHING ALLOWANCE-con't

photograph, and personal statistics will be provided by the Township. From June 1 to August 31, shorts may be worn in place of the uniform pants. The shorts must be dark grey in color and hemmed, no cutoffs. The cost of these shorts will be the responsibility of the employee.

ARTICLE 8 - FUNERAL LEAVE

The Township shall grant a leave of absence with pay for a permanent employee who is excused from work because of death in his immediate family as defined below. The employee shall be paid his regular rate of pay for the scheduled working hours missed from the day of death to the day of burial, but not to exceed four (4) days. Time off with pay as provided in this section is intended for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean: parents, children, spouse, brother or sister, mother-in-law, and father-in-law, as well as grandparents of the employee. If a spouse dies, five (5) additional days will be allowed to attend to personal family arrangements. Special cases will be referred to the Director of Public Works and the Mayor and will be at their discretion.

ARTICLE 9 - INJURY LEAVE OF ABSENCE

- A. Any employee who is injured, whether slight or severe, while working for the Township shall make an immediate report to his supervisor, or as soon as injury manifests itself to the employee and failure to do so may result in the failure of the employee to receive benefits under this Article. The Director of Public Works shall be notified of the results of each medical visit the day following each medical visit.

An employee injured while working for the Township shall, after five (5) days, be entitled to receive Worker's Compensation benefits according to the laws of the State of New Jersey. The Township shall pay the difference between the amount received as Workers Compensation benefits and his salary during the period of temporary disability, up to a maximum of fifteen (15) working days. Thereafter, in the event of continued temporary disability beyond the fifteen day period, the employee, if he is still receiving Workers Compensation benefits for temporary disability, shall continue to receive the difference between the amount

received by Worker's Compensation temporary disability and his regular salary. Such difference, however, shall then be charged against his accumulated sick leave. If he does not have accumulated sick leave or his sick leave runs out, then the difference in pay shall not be given to said employee.

- B. An employee who is injured off the job and who cannot report for work even after his sick leave has been exhausted may be directed to a Township appointed doctor to determine his condition and may be given a hearing to determine his work status.

ARTICLE 10 - SENIORITY

Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of the same to the Department upon request.

In all cases, promotions, demotions, layoff, recall, vacation schedule, and other situations where substantial employee advantage or disadvantage are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved, except supervisory positions. An employee taking unauthorized absence for five consecutive days without notice to the Township shall forfeit seniority and such absence shall constitute a resignation by the employee. An employee can only be demoted in work classification after a hearing before Mayor and Council. If demoted he will assume the pay scale of the next lower classification.

ARTICLE 11 - HOLIDAYS

The following days shall be observed as normal holidays during the duration of this contract:

- | | |
|-------------------------|-------------------------|
| -New Year's Day | -Labor Day |
| -Martin Luther King Day | -Columbus Day |
| -President's Day | -Veteran's Day |
| -Good Friday | -Thanksgiving Day |
| -Memorial Day | -Day After Thanksgiving |
| -Independence Day | -Christmas Day |
| | -Day After Christmas |

Three Personal days per year shall be provided at the employee's option provided one week's notice in writing shall be given to the Director of Public Works. This option shall be limited to three (3) days per year and shall not accumulate beyond the calendar year.

Holidays falling on Saturday or Sunday shall be celebrated on a predetermined Friday or Monday, except for national holidays celebrated on Monday. Employee must work either the day before or the day after the Holiday when so scheduled, and must obtain a doctor's note for the other day if absent. Failure to do so may result in loss of pay for the Holiday or may be cause for disciplinary action.

ARTICLE 12 - STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Department will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow the rate of work, or in any manner cause interference with or the stoppage of the Employer's work. Employer agrees to follow the Grievance Procedure for which provision is made herein and the Employer shall not cause any lockout.

If either of the parties or if any person violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden or Superior Court, Law Division, Camden County. This paragraph is not to be construed to broaden or limit the legal remedies available to either party for breach of this contract.

ARTICLE 13 - SAFETY AND HEALTH

The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any tools, rain gear, or devices reasonably necessary in order to insure their safety and health.

The employer shall provide the options available under the State Health Benefits Plan, or a plan that is equal to and not less than said Plan, based on a majority vote of the Association, along with a Family Dental and Prescription Plan.

ARTICLE 14 - EQUAL TREATMENT

The Employer agrees there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, or political affiliation.

ARTICLE 15 - WORK RULES

The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE 16 - DISCHARGE OR SUSPENSION

The Township shall have the right to dismiss or suspend an employee for just cause. This shall not prohibit the Department on behalf of said employee from investigating any such dismissal or suspension and resorting to the grievance procedure provided in this Agreement. Suspension shall take place immediately following the day of the offense.

In the event the grievance procedure is utilized and it is determined that the suspension or discharge was not with just cause then that determination shall provide reinstatement of the employee with or without full or partial back pay. The determination of reinstatement with back pay shall entitle the Township nevertheless to credit for any wages or compensation earned by the employee outside the employment of the Township during such suspension or discharge in accordance with applicable laws.

SCHEDULE OF DISCIPLINE FOR POLICY VIOLATION

The Following Violations Will Result in the Discipline Specified:

Nature	1st Offense	2nd Offense	3rd Offense
Theft of property from Township or other employee	Discharge		
Drinking or under the influence of alcohol or using illegal drugs while on duty.*	Rehabilita- tion ***	Discharge	
Intentionally punching another employee's time card or having one's own time card punched by another.	3-day sus- pension	5-day sus- pension	Discharge
Reporting to work under the influ- ence of alcohol or drugs.*	Rehabilita- tion***	Discharge	
Falsifying Township records.	3-day sus- pension	5-day sus- pension	Discharge
Missusing or damaging Township property or the property of another employee.	Written warning	1-3 day suspension plus costs	3-5 day sus- pension plus costs
Smoking in unauthorized area (1 yr. exp.)	Written Warning	Written Warning	1-day sus- pension
Repeated failure to punch own time card.	Written Warning	1-day sus- pension	3-day sus- pension
Leaving worksite or work during working hours without permission,	1-day sus- pension	3-day sus- pension	Termination
Unauthorized operation of tools, machinery, or vehicles.	Written warning	1-day sus- pension	3-day sus- pension
Gambling on Township premises.	1-day sus- pension	3-day sus- pension	Termination

Nature	1st Offense	2nd Offense	3rd Offense
Use of sick time beyond the allotted/accumulated total (unless approved by a doctor and/or Mayor and Council)	1-2 days Written Warning Loss of Time Out	3-4 days 1-day sus- pension Loss of Time Out	5 days Discharge
Disregard of safety rules: Failure to wear safety equipment.	1-day sus- pension	3-day sus- pension	Termination
Failure to report injury or accident.	1-day sus- pension	3-day sus- pension	Discharge
Stopping work before shift ends or taking early wash-up. Prior to 15 minutes allowed at end of shift	Written Warning	1-day sus- pension	3-day sus- pension
Unauthorized absence 1 to 4 days	1-day sus- pension plus day (s)	3-day sus- pension plus day(s)	Termination
Unauthorized absence 1 to 5 consecutive days without notice.	Discharge		
Creating scrap or poor quality work because of carelessness.	Written Warning	1-day sus- pension	3-day sus- pension**
Stretching breaks or otherwise wasting time.	Written Warning	1-day sus- pension	3-day sus- pension**
Creating or contributing to unsanitary conditions by poor housekeeping.	Written Warning	1-day sus- pension	3-day sus- pension**
Insubordination by refusing a supervisor's direct order.	1-day sus- pension	3-day sus- pension	Termination
Sleeping during working hours without authorization	3-day sus- pension	5-day sus- pension	Termination
Unauthorized soliciting on Township premises.	Written Warning	1-day sus- pension	3-day sus- pension

Nature	1st Offense	2nd Offense	3rd Offense
Restricting output.	1-day sus- pension	2-5 day suspension	5-10 day suspension
Failure to call in prior to the starting time when not reporting for work. (1 year exp.)	Written Warning	1 day sus- pension & Loss of Day's Pay	3 day sus- pension & Loss of Day's Pay**
Unexcused lateness. (6 mo. exp.)	Written Warning	1-day sus- pension	3-day sus- pension
Use of another employee's tools without permission.	Written Warning	1-day sus- pension	3-day sus- pension
Failure to follow specified job instructions.	Written Warning	1-day sus- pension	3-day suspension**
Inability or unwillingness to work harmoniously with other employees	Written Warning	1-day sus- pension	3-day suspension**
Removal of Township records or release of confidential information without authorization.	Discharge		
Failure to report and turn in tips ****	Written Warning	1- day suspension	3-day suspension
Failure to complete daily prevent- ative maintenance forms.	Written Warning	1-day sus- pension	3-day suspension
Failure to clean and properly store tools and equipment resulting in excessive wear to these items.	Written Warning	1-day sus- pension	3- day suspension
Out of uniform or uniform unfit for service.	Written Warning. Plus Loss of time required to return in proper uniform (30 min. mini- mum time loss)	1-day suspension Plus Loss of time to change	3-day suspension Plus Loss of time to change

Nature	1st Offense	2nd Offense	3rd Offense
Falsifying information on daily preventive maintenance forms.	1-day suspension	3-day suspension	Termination
Failure to follow SOP manual	3-day suspension	5-day suspension	Termination
Conduct unbecoming of a Public Employee.	PENALTY AT THE DISCRETION OF THE EMPLOYER BASED ON SEVERITY OF CASE		
Injuring another employee due to horseplay during work hours.	3-day suspension	5-day suspension	Termination

- * Violation may be referred to Police for investigation and verification.
- ** Continued occurrence may result in discharge.
- *** Refusal to participate in rehabilitation will result in discharge.
- **** Every possible attempt should be made to refuse tip or gratuity; however, anything received shall be reported and turned in to the Public Works Office.

Just cause shall include but not be limited to violations of rules and regulations of the Township which are adopted and are in full force and effect.

ARTICLE 17 - GRIEVANCE PROCEDURES

Employee salaries, the size of the work force and any matter for which provision has not been made in the adopted budget is not a grievable matter.

Any grievance dispute, that might arise between the parties with reference to the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1 The aggrieved employee or Department Representative at the request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance. If acted upon within ten (10) days, and not otherwise abandoned, the supervisor shall then attempt to adjust the matter and shall respond to the employee or Department Representative within three (3) working days.

STEP 2 If the grievance still remains unadjusted, it shall be presented by the Department Representative or employee to the governing body, in writing, within five (5) working days after the response from the supervisor is due. The governing body shall meet with the Department Representative or employee and respond in writing to the employee, or Department Representative within ten (10) working days.

STEP 3 If the grievance remains unsettled, the Department Representative may within fifteen (15) working days after the reply from the governing body is due, by written notice to the governing body, proceed to arbitration. A request for arbitration shall be made by the Department Representative no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Department Representative and governing body shall mutually agree upon a longer time period within which to adjust such a demand.

STEP 4 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the governing body and the Department Representative within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of arbitrators. Both the governing body and the Department Representative shall select a name from the list provided and continue to do so until one name remains. The name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this agreement only, and his decision

shall be final and binding on all parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

STEP 5 With regard to subject matters that are not grievable, the advisory arbitration proceedings shall be conducted pursuant to rules and regulations established by the Public Employee Relations Commission under the provisions of Chapter 303, Laws of 1968.

STEP 6 Expense for the arbitrator's services and the proceedings under STEP 5 or STEP 6 shall be borne equally by the governing body and the Department. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party desire a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

STEP 7 The Department Representative will notify the governing body in writing of the name of the employees who are designated by the Department Representative to represent employees under the grievance procedure. Employees so designated by the Department Representative will be permitted to confer with other employees and with a governing body representative regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per week unless additional time is authorized by the Township for representing employees under the grievance procedure.

STEP 8 The Township and the Department Representative agree in conjunction with the grievance procedures that each will give reasonable consideration to requests of the other party for meetings to discuss any grievance pending at any step of the Grievance Procedure.

ARTICLE 18 - GENERAL PROVISIONS

DEPARTMENT: It is agreed by the Township that the provisions of this Agreement shall be in effect in the Public Works Department throughout the life of this agreement. Any employee, after being employed thirty calendar days, shall be covered by this agreement and shall become and remain a member of the Public Works Department.

All employees are required to have a Commercial Driver's License (CDL), as per state statute, by April 1, 1992. Newly hired employees are expected to obtain the CDL within 90 days of their date of hire. Failure of the newly hired employee to obtain the CDL will result in a re-evaluation of employment status by the Director of Public Works which could result in termination of employment.

Failure to obtain, suspension, or revocation of the CDL, in the case of permanent employees, will result in a re-evaluation of employment status by the Governing Body which could result in a demotion in work classification or termination of employment. Should the permanent employee obtain the CDL at a later date, they will automatically be reinstated into their prior classification, provided an opening exists.

The Township shall reimburse the employee for:

- A. Cost of initial testing (Basic Knowledge and Air Brake Portions) of the CDL
- B. First year's Commercial Driver's License Issuance Fee
- C. Any additional endorsements required by the Township

Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

It is agreed that representatives of the Employer and the Department Representative will meet from time to time upon request of either party to discuss matters of general interest or concern, but will not include matters which are grievances. Such meeting shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

The jurisdiction and authority of the Employer over matter not covered by this Agreement are expressly reserved and impliedly reserved by the Employer.

ARTICLE 19 - EMPLOYEE JOB DESCRIPTIONS AND SALARY CLASSIFICATIONS

CLASS 1 LABORER/WORKING FOREMAN

Basic Function

Those listed in Class 2 and 3 laborer plus:

Under the direction of the Director of Public Works the Class 1 Laborer/Working Foreman works full-time performing laborer duties and all other necessary functions to see that tasks are completed in all assigned areas of responsibility in the Public Works operation. The Class 1 Laborer/Working Foreman must display leadership capabilities over all other Laborer Classifications in all phases of the Public Works Department. The Class 1 Laborer/Working Foreman must be ready to assume the total control of the Public Works Department in the absence of the director and as assigned by the Director.

Duties

Those listed in Class 2 and 3 Laborer plus:

As delegated by the Director of Public Works, responsible for supervision of work crews including the assignment of crews, delegation of work, monitoring of work quality, instruction of laborers, evaluation of workers and work performed, care of all vehicles and equipment, and performance of administrative duties.

Operates all equipment and vehicles in performance of job duties.

As assigned, performs all necessary tasks in all aspects of Public Works.

Qualifications

Those listed in Class 2 and 3 Laborer plus:

Possession of a valid N.J. Commercial Driver's License, with an endorsement for air brakes. Sewer Department requires tank truck.

Possession of leadership qualities and ability to work harmoniously with the crew while exercising supervisory control.

Ability to read and write at high school level.

Ability to operate all Township owned equipment and vehicles.

Ability to perform all necessary duties of the Department.

Ability to coordinate with other departments.

Required physical mobility to perform duties of all classifications.

Possession of a good attitude towards work in general, work assignments, and work quality, past history of above average attendance.

Knowledge of all aspects of the Public Works operations, including Administrative duties.

*Special Note: There can be no more than three employees in this classification.

CLASS 2 LABORERBasic Function

Those listed in Class 3 Laborer plus:

Under the direction of the Director of Public Works, or his designee, the Class 2 Laborer works full-time performing duties for sanitation, buildings, streets and roads, vehicle maintenance, and water and sewer.

Duties

Those listed in Class 3 Laborer plus:

As assigned, works as crew member for all aspects of Division.

Operates heavy and light equipment in performance of duties.

Qualifications

Those listed in Class 3 Laborer plus:

Possession of a valid N.J. Commercial Driver's License with an endorsement for air brakes. The Sewer Department requires an additional endorsement for a tank truck.

Ability to operate heavy and light equipment.
Required physical mobility to perform duties of classification.

Knowledge of at least two aspects of Public Works operations: Vehicle, buildings, water, sewer, road repairs, or solid waste collection.

*Special Note: There can be up to twelve employees in this classification at one time as needed. Breakdown is as follows:

General Laborer	3
Sewer Laborer	3
Sanitation Laborer	6

CLASS 3 LABORERBasic Function

Under the direction of the Director of Public Works, or his designee, the Class 3 Laborer works full-time performing duties for sanitation, buildings, streets and roads, vehicle maintenance, water, or sewer.

Duties

As assigned, performs building repairs, groundkeeping, custodial, or service and clean equipment and vehicles, or install street signs, sweep streets, clean and construct drains,

trim vegetative growth, and other duties as required.

Qualifications

Possession of a valid N.J. Commercial Driver's License, with and endorsement for air brakes. Sewer Department requires an additional endorsement for a tank truck.

Ability to operate small hand tools.

Ability to understand and follow directions.

Ability to operate light trucks and equipment.

Required physical mobility to perform duties of classification.

Knowledge of at least one aspect of Public Works operations; vehicle, buildings, water, sewer, road repairs, and solid waste collection.

CLASS 4 LABORER

Basic Function

Under the direction of the Director of Public Works, or his designee, the Class 4 Laborer works full-time performing duties for sanitation, buildings, streets and roads, vehicle maintenance, water or sewer.

Duties

Assists in the performance of duties listed in the daily work schedule dealing with work assignments in all aspects of Public Works. An employee must work in the Class 4 position for a minimum of one year from the date of hire.

Qualifications

Possession of a valid N.J. Commercial Driver's License.

Ability to understand and follow directions.

Required physical mobility to perform duties of classification.

CLASS 1 MECHANIC

Basic Function

Under the direction of the Director of Public Works, or his designee, the Class 1 Mechanic works full-time performing duties which result in the repair and maintenance of all the Township owned vehicles and equipment.

Duties

As delegated by the Director of Public Works, responsible for the maintenance and repair of all Township owned vehicles and equipment by any of the Public Works personnel, responsible to see that all vehicles and equipment stay in a safe operating condition, set up preventive maintenance program for all vehicles and equipment, oversee the cleanliness of all Township owned vehicles and equipment.

Qualifications

Ability to read and write at high school level.

Ability to operate all Township equipment and vehicles.

Ability to make all types of repairs on the vehicles and equipment.

Ability to weld and cut metal.

Required physical mobility to perform duties of classification.

Possession of a valid N.J. Commercial Driver's License.

CLASS 2 MECHANICBasic Function

Under the direction of the Director of Public Works, or his designee, the Class 2 Mechanic works as needed assisting the Class 1 Mechanic in the repair and maintenance of all the Township owned vehicles and equipment.

Duties

As delegated by the Director of Public Works, works as an assistant to the Class 1 Mechanic.

Qualifications

All of Class 3 Mechanic plus:

Ability to make general types of repairs on the vehicles and equipment.

CLASS 3 MECHANICBasic Function

Under the direction of the Director of Public Works, or his designee, the Class 3 Mechanic works as needed assisting the other mechanics in the repair and maintenance of all the Township owned vehicles and equipment.

Duties

As delegated by the Director of Public Works, works as an assistant to the other mechanics.

Qualifications

Ability to read and write at the high school level.

Ability to understand and follow directions.

Ability to use hand tools.

Ability to operate all Township owned equipment and vehicles.

Required physical mobility to perform duties of classification.

Annual Review

Each employee shall be evaluated weekly by his foreman. Copies of said evaluation shall be given to the employee and the Director.

Each employee shall be reviewed by the Director once a year based on the weekly evaluations to determine eligibility for a promotion. All promotions must be recommended to the Township no later than October 15th of each year. Results of the annual review shall be discussed by the Director and the employee. The foreman shall be included in said discussion.

ARTICLE 20 - SALARY SCHEDULE

See Schedule #1.

All new employees will be placed on probationary status for up to a six (6) month period. The full duration of this period shall be at the discretion of the Director of Public Works and the Mayor. New employees will receive no benefits until the first of the month following thirty (30) days of employment.

After the six month probation period the employee is entitled to a promotion into the Class 4 Laborer's position for a period of up to one year.

ARTICLE 21 - MANAGEMENT RIGHT

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limitation, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township and its properties and facilities. The management and control of the activities of its employees by utilizing personnel in the most appropriate and efficient manner as from time to time may be determined by the Township.
2. The Township shall determine work schedules and shifts, and decide the number of employees needed for any particular time.
3. The Township shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Township.
4. The Township shall hire all employees and subject to the provisions of law, shall determine the qualifications and conditions of continued employment, or assignment, and shall promote and transfer employees.
5. The Township shall suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for just cause according to law.
6. The Township shall have the right to lay off employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.
7. The Township shall reserve the right to itself with regard to all other conditions of employment not so reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
8. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Township, the adoption of policies, rules, regulations, and practices for the furtherance thereof, and the use of judgment and discretion by the Township in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
9. Nothing contained herein shall be construed to deny or restrict the Township of any of its rights, responsibilities, and authority under N.J.S.A. 40:69A-115 et seq., or any other National, State or Local Laws or Regulation.

Starting Salary

7.25

7.50

8.00

Temporary Laborers will be paid \$6.00 per hour.

Any employee who performs the duties of an employee in a higher classification for a continuous period exceeding five (5) consecutive working days will be paid the rate of the higher classification for that period of time past the first five consecutive days.

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2	1	9
3	1	8
4	1	7
5	0	7
6	0	6
7	0	5
8	0	4
9	0	3
10	0	2
11	0	1
12	0	0


IN WITNESS THEREOF, the parties hereto have set their
respective hands and seals this *28* day of
December, 1994.

TOWNSHIP OF BERLIN

ATTEST:

BY: 

THOMAS A. DIGANGI, MAYOR


ANN J. STILLWELL, TOWNSHIP CLERK


DEPARTMENT REPRESENTATIVE

DEPARTMENT REPRESENTATIVE